the plaintiff. It is submitted that such a test would place the defense of the statute of limitations in all classes of cases under the protection of the constitution.

JUDGMENT OR SATISFACTION: WHICH PASSES TITLE? — There has been much confusion as to whether title to a chattel in an action of trover or trespass for its value passes on judgment, or only on satisfaction of that judgment, and it is usually attempted to lay down a rule on the subject dogmatically one way or the other. There seems to be little recognition that title in fact vests sometimes on satisfaction and sometimes on judgment, and that it may well be doubted whether either circumstance goes sufficiently to the essence of the matter to make a rule on the point necessary. A recent decision in Pennsylvania deciding that under the circumstances of that case title passed on judgment makes it interesting to look into the question. *Singer Co.* v. *Yaduskie*, 59 Leg. Intell. 367, 11 Pa. Dist. Ct. Rep. 571.

The confusion arises largely from a failure to notice that there are two classes of cases, namely, the class where the judgment in question is against him who at the time of judgment has the chattel in possession, and the class where it is against him who at the time of judgment does not have it in possession. Suppose A is wrongfully dispossessed of a chattel by B, he has the option of bringing either replevin or detinue to recover the possession, or trespass or trover to recover its value, in which latter event he leaves the possession where it is. Whichever action he brings, by the rule of *res judicata*, from the moment of judgment he is barred against bringing any further action against B for the same wrong. *Rembert* v. *Hally*, 10 Humph. (Tenn.) 513. If at that moment B happens to be in possession of the chattel, since the only person in all the world who could legally have deprived him of it is now barred, B has virtual ownership. *Barb* v. *Fish*, 8 Blackf. (Ind.) 481, 485–6. The chattel becomes liable to seizure on execution for B's debts. *Rogers* v. *Moore*, Rice (S. C.) 60. And since he has possession coupled with unlimited right of possession, which is equal to title, a purchaser from him ought to get a perfect title. See 3 HARV. L. REV. 326. Here, as is seen, B at the time of judgment had possession of the chattel, and title therefore passed on judgment. This represents the first class of cases. In them title should always pass on judgment. And the principal case, which falls into this class, would therefore seem to be correct.

But suppose B, before judgment rendered and title thus acquired, passes the chattel to C. Surely C gets no greater right than B had, and A acquires an immediate right to recover against him also. Nor is A's right of action against C barred, or his title to the chattel affected, by a subsequent judgment obtained against B; for the rule of *res judicata* applies only when the parties are the same in both suits. There are only two ways in which A's title can be affected: one is by a judgment against C, which would throw the case into the first class, and title would therefore pass upon judgment; the other is by satisfaction of the judgment against B. In this latter case a new rule would come into play, namely, that one should not be twice recompensed for the same injury, so that C would be freed from action by A. C therefore would get title as against A, and, if B had no claims, title as against all the world. Title would pass on satisfaction. This represents the second class of cases, and in this class are found most of the authorities

usually relied upon to establish the doctrine that title vests upon satisfaction only. *Miller* v. *Hyde*, 161 Mass. 472; *Atwater* v. *Tupper*, 45 Conn. 144. In this second class should be included another set of cases where satisfaction becomes important. B and C, instead of being successive holders of the chattel, may have jointly dispossessed A. In such a case a judgment against B would of course be no bar to a later recovery against C. *Lovejoy* v. *Murray*, 3 Wall. (U. S. Sup. Ct.) 1; but see *Hunt* v. *Bates*, 7 R. I. 217. Yet, as noticed in the discussion above, if the judgment against B is satisfied, the suit against C would fail. *Lovejoy* v. *Murray*, *supra*, p. 17.

If the views expressed are correct, it will be seen that neither satisfaction nor judgment is so connected with the essence of the matter as to be conclusive. Yet, as a working rule, the conclusion may be drawn that title to a chattel vests on judgment when the judgment is against him who at the time of judgment has the chattel in possession, otherwise it vests on satisfaction.

CONTRACTS LIMITING LIABILITY OF INTERSTATE CARRIERS. — Such confusion exists on the question as to what law shall govern a contract limiting the liability of an interstate carrier that a recent, clearly reasoned case should prove of value. A railroad in New York contracted to carry a horse into Pennsylvania, stipulating that the liability of every carrier concerned should be limited to $100. Such contracts are valid in New York, but are considered against public policy in Pennsylvania. Owing to the defendant's negligence, the horse was injured in Pennsylvania. The Supreme Court of that state held that though the contract must be read in the light of New York law, yet the cause of action, having arisen in Pennsylvania, must be determined by the rules in force in that state. *Hughes* v. *Penn. R. R. Co.*, 51 Atl. Rep. 990.

The basis of the plaintiff's right in this and similar cases is primarily the liability of a common carrier as such. All contracts limiting this liability are therefore mere defenses. This being so, it matters little whether the plaintiff sues in tort or in contract, because performance is an event and therefore the rights and liabilities arising therefrom must be governed by the laws of the place where it happens. Thus in the principal case the defendant's negligent act occurred in Pennsylvania, and legal consequences thereof must obviously be determined by the law of that state. To avoid liability the defendant sets up a contract, to which the replication is that though the contract is valid where made — and its validity is to be determined solely by the law of that place — it is not the sort of contract that Pennsylvania courts permit as a defense to a Pennsylvania cause of action. Had the event happened in New York, the Pennsylvania court would have properly applied the New York rules of law. *Forepaugh* v. *Del. L. & W. R. R. Co.*, 128 Pa. St. 217. And it is not necessary that the contract be made and the event happen within the same state. Provided that both the states uphold the validity of such contracts, the courts of any other state must apply that law when a case arises for their adjudication. *Talbott* v. *Merchants, etc., Co.*, 41 Ia. 247.

Opposed to these cases is a decision that a Pennsylvania statute cannot limit the amount to be recovered by a passenger who bought his ticket in New York, even though he was injured in the former state. *Dike* v. *Erie Ry.*, 45 N. Y. 113. This is a nice point, but the court apparently erred in refusing to permit the legislature of Pennsylvania to decide upon the limit